

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

AEROTEK, INC., a Maryland Corporation,)	
)	
Plaintiff,)	
)	
vs.)	
)	
SUNEDISON, INC., a Delaware Corporation)	Case No. _____
)	
Serve: CT Corporation System)	
120 South Central Avenue)	
Clayton, MO 63105)	
)	
Defendant.)	

COMPLAINT

Plaintiff Aerotek, Inc. ("Aerotek") states as follows for its Complaint against SunEdison, Inc. ("SunEdison"):

PARTIES

1. Aerotek is a Maryland corporation that maintains a corporate headquarters and principal place of business at 7301 Parkway Drive South, Hanover, Maryland 21076.

2. SunEdison is a Delaware corporation currently listed as active and in good standing with Missouri Secretary of State, formed in March 1989, Charter Number F00326460. SunEdison's principal place of business and corporate headquarters address is located at 13736 Riverport Drive Maryland Heights, Missouri 63043. CT Corporation System is SunEdison's registered agent authorized to accept service on its behalf at the address of 120 South Central Avenue in Clayton, Missouri 63105.

JURISDICTION AND VENUE

3. Jurisdiction is proper because there is complete diversity of citizenship between Aerotek and SunEdison and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, as required by 28 U.S.C. § 1332(a).

4. Venue in this Court is proper pursuant to 28 U.S.C. § 1391(a) in that a substantial part of the events or omissions giving rise to the claim occurred within this judicial district and SunEdison is subject to personal jurisdiction within this judicial district.

FACTS COMMON TO ALL COUNTS

5. Aerotek adopts by reference as if fully stated herein the allegations contained in paragraphs 1 through 4.

6. Aerotek is a professional staffing firm and leading provider of recruiting and staffing services that provides contract employees to a variety of professional industries throughout the nation and worldwide.

7. SunEdison is a global renewable energy company headquartered in Missouri. Founded in 1959, SunEdison is engaged in the development, building, owning, and operations of solar power plants and wind energy plants. It also manufactures high purity polysilicon, monocrystalline silicon ingots, silicon wafers, solar modules, solar energy systems, and solar module racking systems.

8. As the world's largest renewable energy developer, SunEdison publicly trades on the New York Stock Exchange. As of 2014, SunEdison had an estimated 7,300 employees and revenue of \$2.484 billion USD. In 2015, SunEdison and its power-plant holding company TerraForm Power Inc. announced the acquisition of First Wind Holdings, LLC ("First Wind").

9. Aerotek and SunEdison entered into a Services Agreement (the "Agreement") whereby Aerotek placed certain employees with SunEdison on a temporary basis to provide

services. A true and correct copy of the Agreement is attached as Exhibit 1, and incorporated herein by reference.

10. In exchange for Aerotek's agreeing to place employees with SunEdison, SunEdison agreed to pay Aerotek by paying the employees' approved hourly billing rates according to a multiplier set forth in the Agreement.

11. Pursuant to the Agreement, Aerotek performed its contractual obligations by supplying the temporary personnel requested. The Aerotek contract employees provided thousands of hours of labor to SunEdison on projects at locations in California, Colorado, and various other locations.

12. The work performed by the Aerotek contract employees was satisfactory to SunEdison.

13. Pursuant to the paragraph 4 of the Agreement, Aerotek sent weekly invoices to SunEdison that reflected the multiplier agreed to in the Agreement's terms.

14. SunEdison has not paid all of the amounts due and owing under the Agreement, and interest/late fees and collection fees have continued to accrue on SunEdison's balance.

15. Due to its failure to pay amounts that it owes to Aerotek, SunEdison is in breach of the Agreement.

16. Pursuant to the Agreement, SunEdison agreed that if it failed to timely pay the amounts agreed upon, the full contract price for all amounts still owing would become immediately due and payable for services already rendered or in process.

17. SunEdison's failure to perform its obligations under the Agreement has caused Aerotek to incur damages of at least \$1,018,190.97, which equals the unpaid amounts due and

owing under the Agreement. A true and accurate Statement of Account summarizing the amounts due and owing is attached hereto as Exhibit 2, and incorporated herein by reference.

18. Under paragraph 7 of the Agreement, SunEdison agreed to reimburse Aerotek for the attorneys' fees and costs arising out of legal actions taken to collect the amounts due and owing under the Agreement, as reflected in Exhibit 1.

19. Aerotek had multiple communications with SunEdison concerning its financial status and credit line in efforts to have SunEdison bring its account current. Final demand was issued to SunEdison on March 24, 2016.

20. SunEdison has failed to remit payment to Aerotek.

21. To date, the remaining balance owed by SunEdison to Aerotek is \$1,018,190.97.

22. All conditions precedent to the bringing of this action have occurred, been met, or been waived.

COUNT I
BREACH OF CONTRACT

23. Aerotek restates its allegations contained in paragraphs 1 through 22, inclusive, as if expressly stated herein.

24. SunEdison executed a valid, binding, enforceable Agreement.

25. Aerotek fully performed its obligations under the Agreement and provided all services identified in the Agreement and subsequent invoices delivered to SunEdison. True and accurate copies of the unpaid invoices issued to SunEdison are attached hereto as Exhibit 3, and incorporated herein by reference.¹

¹ Due to the large volume of documents, a sample of the unpaid invoices issued to SunEdison is affixed hereto in Exhibit 3. True and accurate copies of all invoices as issued to SunEdison and maintained by Aerotek in the regular course of business will be made available for production and supplementation of the Court's record.

26. Pursuant to the terms of the Agreement, the full amount due under the Agreement and invoices became due and payable upon SunEdison's breach of the Agreement by failing to timely remit payments on the invoices.

27. Pursuant to the terms of the Agreement, SunEdison was obligated to render payments within fifteen (15) days from the date of each of the invoices.

28. SunEdison is in breach of its contractual obligations by failing to timely pay all amounts due as agreed.

WHEREFORE, Aerotek prays for judgment against SunEdison, Inc. in the amount of 1,018,190.97, together with interest thereon at the highest rate allowed by law pursuant to the parties' Agreement, Aerotek's attorneys' fees, costs and expenses incurred in this action, and such other and further relief as the Court deems appropriate.

COUNT II
ACCOUNT STATED

29. Aerotek restates its allegations contained in paragraphs 1 through 28, inclusive, as if expressly stated herein.

30. SunEdison is indebted on its open book account for staffing services provided at SunEdison's special instance and request and for which SunEdison promised to pay.

31. A true and correct copy of SunEdison's Statement of Account reflecting the respective invoice dates, reference numbers, and outstanding amounts owed by SunEdison is attached hereto as Exhibit 2 and incorporated herein by reference.

32. Although demand for payment of the amount of \$1,018,190.97, has been made, SunEdison has failed and refused to pay all or any part of the amount owed on its established account with Aerotek. The sum of \$1,018,190.97 in unpaid principal balance remains due and

owing, together with interest thereon at the contractual rate from on and after 30 days from the date of each respective invoice.

33. Per the parties' Agreement, Aerotek is entitled to costs and attorneys' fees as a result of enforcing SunEdison's obligations on its account.

WHEREFORE, Aerotek respectfully requests that the Court enter judgment in its favor and against SunEdison, Inc. for the following amounts: \$1,018,190.97 in unpaid principal balance; interest at the applicable rate until judgment is paid and satisfied in full; the costs of this action; attorneys' fees at the contractual rate and expenses pre-judgment and until the judgment is paid and satisfied in full; and for such other and further relief as the Court deems just and proper.

COUNT III
UNJUST ENRICHMENT

34. Aerotek restates its allegations contained in paragraphs 1 through 33, inclusive, as if expressly stated herein.

35. As an alternative theory of recovery, Aerotek conferred on SunEdison the benefits of provision of staffing and related services at multiple locations at SunEdison's specific instance and requests.

36. SunEdison accepted and appreciated the benefits conferred upon it by receipt of contract workers staffed at multiple locations by Aerotek on extended credit.

37. Under the present circumstances, in particular SunEdison's failure to pay for the contractors placed at each SunEdison/First Wind location, it would be inequitable for SunEdison to retain the benefits conferred by Aerotek without full payment to Aerotek for the value of those benefits.

38. SunEdison has been unjustly enriched by receiving the benefit of Aerotek having provided staffing services to SunEdison that enabled SunEdison to fill its temporary staffing needs, thus enriching SunEdison.

39. Because Aerotek provided the staffing services to SunEdison, SunEdison's enrichment came at Aerotek's expense.

40. SunEdison acquiesced in the provision of Aerotek's staffing services by accepting the contract employee and attendant services provided by Aerotek.

41. Aerotek invoiced SunEdison weekly for the staffing services provided.

42. Pursuant to these invoices, SunEdison knew that Aerotek expected to be compensated for the temporary staffing services provided to SunEdison.

43. Upon demand, SunEdison has failed to pay Aerotek for the reasonable value of the services that Aerotek provided, which totals at least \$1,018,190.97.

44. SunEdison has been unjustly enriched by continuing to benefit from the services provided by Aerotek, and equity and good conscience require that Aerotek be compensated for the value of those services.

WHEREFORE, Aerotek respectfully requests that this Honorable Court award Aerotek damages in the amount of \$1,018,190.97 and whatever other remedies this Honorable Court deems just.

Submitted this 1st of April, 2016.

SHOOK, HARDY & BACON L.L.P.

/s/ Michael B. Barnett

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